

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Court Appointment of Trustee, Order Authorizing Sale and Documents Related Thereto		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles A. Pisaturo Jr.		03/28/2008	TRUSTEE:
E&V Realty Co., Inc.		06/04/2008	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Specialty Grating Cheese, Inc.		
Street Address:	41 Comstock Parkway		
City:	Cranston		
State/Country:	RHODE ISLAND		
Postal Code:	02921		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2227498	BARBERA	
Registration Number:	3282153	DE ROBBIO	
CORRESPONDENCE DATA			
Fax Number:	(908)725-7088		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	908-722-5640		
Email:	officeactions@br-tmlaw.com		
Correspondent Name:	Stephen L. Baker		
Address Line 1:	575 Route 28		
Address Line 2:	Suite 102		
Address Line 4:	Raritan, NEW JERSEY 08869		
NAME OF SUBMITTER:	Ryan A. McGonigle		
Signature:	/Ryan A. McGonigle/		

OP \$65.00 2227498

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TRADEMARK
REEL: 004112 FRAME: 0566

Date:

12/11/2009

Total Attachments: 15

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UNITED STATES BANKRUPTCY COURT
District of Rhode Island

Chapter: 7 Case No.: 1:07-bk-10373
Judge: Arthur N. Votolato

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 6 years, including married, maiden, trade, and address):
Unita Packing Co., Inc.
41 Comstock Pkwy
Cranston, RI 02921-2003

**NOTICE OF APPOINTMENT OF INTERIM TRUSTEE AND
APPROVAL OF BLANKET BOND**

1. The following interim trustee is hereby appointed, and the trustee's standing bond is fixed under the general blanket bond heretofore approved.

Charles A. Pisaturo Jr.
Law Offices of Charles A. Pisaturo Jr.
1055 Elmwood Avenue
Providence, RI 02907-2817

2. If the trustee rejects this selection, the trustee must notify the Court and the U.S. Trustee within five (5) days of receipt of this notice. Otherwise, the trustee will be deemed to have accepted the office of trustee.

Dated: 3/28/08

United States Trustee

REJECTION

I, Charles A. Pisaturo Jr. , hereby REJECT appointment as Trustee.
Dated: _____

Charles A. Pisaturo Jr.

NOTE: If rejected, file with the Court.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

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In re: :

Unita Packing Co., Inc. :

BK No. 07-10373

Chapter 11
:

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ORDER GRANTING MOTION (doc# 185) AFTER HEARING
Re: Motion to Convert Case to Chapter 7 by the United States
Trustee

Upon consideration of the Motion to Convert Case from Chapter 11 to Chapter 7 filed by the U.S. Trustee and any response thereto, and after hearing, IT IS HEREBY ORDERED that for the reasons stated by the Court in its bench decision which are incorporated herein by reference, the Motion (doc. #185) is GRANTED.

ORDER:

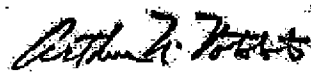
H. D'Agostino

Deputy Clerk

Entered on Docket: 3/28/08

Document Number: 192

ENTER:



Arthur N. Votolato

U.S. Bankruptcy Judge

Date: 3/28/08

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND
380 Westminster Street, 6th Floor
Providence, RI 02903
www.rib.uscourts.gov
(401) 626-3100

Unita Packing Co., Inc.

Debtor(s)

BK No. 1:07-bk-10373

Chapter 11

Judge: Arthur N. Votolato

JUDGMENT ORDER

Pursuant to the order entered this date, judgment is hereby entered regarding;

Order Granting Motion to Convert Case from Chapter 11 to 7 by U.S.
Trustee

Judgment #: 1:07-bk-10373 - 193 - 192

Susan M. Thurston
Clerk, US Bankruptcy Court

Entered on Docket: 3/28/08
Document Number: 193 - 192

By: HAD
Deputy Clerk

judgement.jsp #404

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

IN RE: UNITA PACKING CO., INC.

Chapter 7
BK No. 07-10373

Debtor

ORDER APPROVING TRUSTEE'S NOTICE OF PRIVATE SALE & GRANTING
MOTION FOR: (i) APPROVAL OF PRIVATE SALE AND (ii) APPROVAL OF PROPOSED
USE & OCCUPANCY AGREEMENT RELATED TO SALE

This matter was before the Court on the TRUSTEE'S NOTICE OF PRIVATE SALE & MOTION AND MEMORANDUM IN SUPPORT OF: (i) APPROVAL OF PRIVATE SALE AND (ii) APPROVAL OF PROPOSED USE & OCCUPANCY AGREEMENT RELATED TO SALE (hereinafter, the "Sale & Occupancy Motion").

No objections were filed. For the reasons described in the Sale & Occupancy Motion, the Sale & Occupancy Motion is HEREBY APPROVED AND GRANTED. The Purchase & Sale Agreement and the Use & Occupancy Agreement attached to the Sale & Occupancy Motion are both HEREBY APPROVED.



ARTHUR N. VOTOLATO
Bankruptcy Judge
Date: 5/29/08

Entered on docket 5/29/08

Prepared By:
CHARLES A. PISATURO, JR. (REG. NO. 4615)
Trustee
Law Offices of Charles A. Pisaturo, Jr.
1055 Elmwood Avenue
Providence, RI 02907
Tel. (401) 274-3800
FAX: (401) 751-6786

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5/19

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

IN RE: UNITA PACKING CO., INC.

Chapter 7
BK No. 07-10373

Debtor

TRUSTEE'S NOTICE OF PRIVATE SALE &
MOTION AND MEMORANDUM IN SUPPORT OF:
(i) APPROVAL OF PRIVATE SALE AND (ii) APPROVAL OF PROPOSED USE &
OCCUPANCY AGREEMENT RELATED TO SALE

Charles A. Pisaturo, Jr., the chapter 7 trustee, hereby moves that this Court approve his proposed private sale of certain of the debtor's personal property as more particularly described herein. Furthermore, NOTICE is hereby given by the Trustee of this intended private sale. The personal property to be sold is described in the attached Sale Agreement and Exhibit A. The sale price is \$100,000.00. In connection with the sale, the Trustee agreed, subject to this Court's approval, to allow the Buyer to use and occupy the debtor's premises at 41 Comstock Parkway, Cranston, RI for three months, as more particularly described in the attached proposed agreement.¹

The proposed BUYER is E & V Realty, Co., Inc., an entity owned and/or controlled by Fred Vicario. E & V Realty provided post petition financing to the debtor while this case was a chapter 11 case. Fred Vicario is the principal and an officer of the Debtor, Unita.

In accordance with the terms of this transfer, E & V Realty, Co., Inc. is waiving any and all alleged secured claims (e.g., security interests, liens, etc.) in the Property being transferred and/or its proceeds.² Furthermore, the Buyer also agrees that any alleged "super-priority" claim it may have under the Bankruptcy Code, including, inter alia, 11 U.S.C. §§364, 503, and/or 507 is subordinate to any and all Court approved chapter 7 administrative priority claims.

This transfer is also contingent upon the Buyer, E & V Realty or its nominee being granted use and occupancy, for 3 months, of the premises out of which the debtor formerly operated, located at 41 Comstock Parkway. The terms of the Buyer's use and occupancy are detailed in that certain "Use & Occupancy Agreement" attached hereto. Both the proposed Sale Agreement and the Use & Occupancy Agreement are attached hereto. In exchange for the Buyer's use and occupancy, the Buyer will has agreed to reduce its post petition "super-priority" claim by \$14,000.

¹ The debtor is the tenant of the premises under a 20 year lease agreement.

² The Buyer provided Court approved post petition financing to the debtor and in accordance therewith may allege that it holds a valid and enforceable security interest in the assets (see Docket #'s 58 and 75).

Pursuant to Bankruptcy Code §363(f), this sale will be free and clear of all monetary liens and encumbrances with any such monetary liens and encumbrances attaching to the proceeds of sale in the order in which they appear of record, or as otherwise provided by law.

The property to be sold consists of the personal property described in the attached Exhibit A and which property was formerly used by the debtor in its product importing, manufacturing and distribution operations formerly located at 41 Comstock Parkway, Cranston, RI.

The trustee believes that this sale is in the best interests of the estate for the following reasons. First, it guarantees cash to the estate and relieves the estate of having to conduct an auction of the assets in question. Second, the trustee believes, based upon the advice of his auctioneer (Max Pollack & Company) and also based upon a 2006 appraisal of the assets by a different auctioneer (Irving Shechtman & Co), that through this proposed sale the estate is receiving an amount at least equal to what the estate would get at an auction (without the additional costs and passage of additional time associated with conducting an auction). Third, if this sale is consummated, the purchaser is waiving any and all alleged security interests or liens it can claim to hold in the assets being sold. Fourth, the only interest the trustee received thus far for any of the assets to be sold was for an amount far less than that of the proposed sale.

Any party in interest may file an objection to this proposed sale or a higher or competing bid for the property to be sold.

THE TRUSTEE IS REQUESTING THAT THE COURT SHORTEN THE TIME TO OBJECT OR OFFER A COMPETING BID (by separate motion filed contemporaneously herewith) to TUESDAY, MAY 27, 2008 by 5:00 P.M. Therefore, if the Court approves the Motion to Shorten Time, the time to object or offer a competing bid is **TUESDAY, MAY 27, 2008 by 5:00 P.M.**

THE TRUSTEE IS REQUESTING SUCH SHORTENED TIME PERIOD BECAUSE THE TERMS OF THE AGREEMENT ARE SUCH THAT A CLOSING MUST OCCUR BY MAY 30, 2008 (A CONDITION OF THE BUYER).³

Any objection to this proposed sale or competing offer for the purchase of these assets must be presented in writing and filed with the Clerk, United States Bankruptcy Court, 380 Westminster Street, Providence, R.I. 02903 (401-528-4477) (with a copy also presented to the undersigned) by **MAY 27, 2008 5:00 PM**. The copy of the offer presented to the undersigned must be accompanied by a deposit of \$10,000.00 in the form of cash, or a certified or bank cashier's check. If a higher or competing bid is received, a bidding process will be established at that time

³ The trustee and the buyer have been "working on" this proposed sale since the beginning of April. They exchanged draft proposals and the trustee took time to complete a sufficient "due diligence" inquiry (e.g., inspections, auctioneer consultations, reviews of documents, appraisals, telephone conferences with creditors and competitors, etc.)

if the Court is in session, and will be carried out on an expedited basis.

**THE TRUSTEE REQUESTS THAT IN THE EVENT OF AN OBJECTION OR
COMPETING BID, THAT THE COURT HOLD A HEARING ON MAY 28, 2008.**

Any objection must specifically state the nature of the objection. In the event such an objection is filed, the Court is being asked to conduct an expedited hearing thereon on **MAY 28, 2008 at 10:00 A.M. at the United States Bankruptcy Court, 380 Westminster Street (6th Floor), Providence, RI 02903.**

If no competing offers or objections are filed by the specified time, the proposed sale with **E & V REALTY CO., INC.** will be consummated on or after such time.

The property will be available for inspection on an expedited basis. Arrangements for an inspection can be made by contacting the trustee.

/s/ Charles A. Pisaturo, Jr.
CHARLES A. PISATURO, JR. (REG. NO. 4615)
Trustee
Law Offices of Charles A. Pisaturo, Jr.
58 Weybosset St., Suite 400
Providence, RI 02903
Tel. (401) 274-3800
FAX: (401) 751-6786

Dated: May 20, 2008

EXHIBIT A

PURCHASE AND SALE AGREEMENT

This Agreement is entered into by and between Charles A. Pisaturo, Jr., Esquire, as Chapter 7 Trustee of Unita Packing, Inc. (Bankruptcy Case No.07-10373, United States Bankruptcy Court for the District of Rhode Island), of 1055 Elmwood Avenue, Providence, Rhode Island 02907, (the "Seller") and E & V Realty Co., Inc., a Rhode Island business corporation, of Cranston, Rhode Island (the "Buyer"):

The Seller agrees to sell and convey to the Buyer, or to Buyer's nominee, certain personal property (the "Property") described as follows:

- All of the assets described on the list of assets under "Description" in the Irving Shechtman October 26, 2006 appraisal - attached hereto and incorporated herein by reference.
- The trade names and/or trademark names "Barbera" and "DeRobbio".
- The name "Unita" and "Unita Packing".

Additionally, the Seller agrees to execute that certain three (3) month use and occupancy agreement attached hereto as Exhibit B whereby the Buyer, or the Buyer's nominee, shall have the right to use and occupy approximately 12,000 square feet of the former business premises of the debtor - Unita Packing, Inc., in accordance with the express terms of such Exhibit B.

IN CONSIDERATION WHEREOF, the Buyer agrees to purchase the Property, paying to the Seller the sum of One Hundred Thousand Dollars (\$100,000.00) the "Purchase Price" of which Ten Thousand Dollars (\$10,000.00) has been paid as a deposit by Buyer by certified or bank check, upon execution of this agreement. This sum of \$10,000 (the "Binder") shall be held in escrow by the Seller. The remainder, Ninety Thousand Dollars (\$90,000.00), is to be paid upon the delivery of the bill of sale, as hereinafter provided.

IT IS MUTUALLY agreed by and between the parties hereto that:

1. Title: The Seller shall convey the Property by a good and sufficient Trustee's Bill of Sale, conveying good title to the same to the Buyer, or to the nominee designated by the Buyer, free from all encumbrances, with any and all such valid and enforceable encumbrances attaching to the proceeds of sale.

2. Authority/Closing: The bill of sale shall be accompanied by a certified copy of a Bankruptcy Court order showing the power and authorization of the Seller/Trustee to make the conveyance contemplated herein, and a bill of sale shall be delivered and the consideration paid at the office of Charles A. Pisaturo, Jr., 1055 Elmwood Avenue, Providence, Rhode Island on the eleventh 11th day after the date of the Bankruptcy Court order approving this sale unless the Seller/Trustee and Buyer agree to an earlier date. It is further agreed by the Seller/Trustee that should the Closing not occur on or before May 30, 2008, then Buyer shall have the unilateral right to cancel this agreement by so notifying the Seller/Trustee on or before June 4, 2008 of its exercise of this cancellation right, and in the event of such notice, Buyer shall receive a full refund of the Binder paid hereunder and thereafter this agreement shall be null and void and of no force and effect and neither party shall have any further recourse against the other. Except that in the event the Buyer exercises such right to cancel and properly notifies the Seller and requests a refund, the Seller shall not release any funds to the Buyer or its nominee without Bankruptcy Court approval.

3. Purchase Price: Payment of the Purchase Price of One Hundred Thousand Dollars (\$100,000.00) will be made by certified or bank check drawn on or issued by a duly authorized lending institution, bank or trust company.

4. Except as otherwise stated herein (including in paragraph 2 above), if the Seller shall be unable to give title to or make conveyance as herein stipulated, the Binder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void.

5. No Warranties: The Property is being sold AS, WHERE IS, with all faults and there are no warranties whatsoever, express or implied.

6. Default: Upon default by the Buyer, Seller shall have the right to retain the Binder, without waiver of any rights at law or in equity.

7. Default: Upon default by the Seller, Buyer shall have the right to a refund of the Binder, without waiver of any rights at law or in equity.

8. To enable the Seller to make conveyance as herein provided, the Seller may at the time of the Closing use the purchase money (Purchase Price) or any portion thereof to clear the title of any encumbrances or interest.

9. The acceptance of the Bill of Sale by the Buyer or the Buyer's nominee shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller herein contained or expressed.

10. Notice: Except as otherwise indicated herein, any notice to any person which is required or may be given under the provisions of this agreement shall be deemed to have been given when a written copy of such notice is delivered to such person to whom such notice is to be given or when mailed by United States certified or registered mail, postage prepaid, return receipt requested, addressed to such person at the address in this agreement indicated, or, if no such address is indicated, then to such person's last and usual place of abode. Notice to the Buyer

shall be good and valid if addressed to:

E & V Realty Co., Inc. c/o Mal Salvadore, Esq.
The Calart Tower, 400 Reservoir Avenue,
Providence, Rhode Island, 02907

Notice to Seller shall be valid if addressed to:

Charles A. Pisaturo, Jr., Chapter 7 Trustee
1055 Elmwood Avenue
Providence, RI 02907
Fax (401) 751-6786

11. Conditions:

A. This Agreement and all of the terms herein contained and in the attached "Exhibit B Use and Occupancy Agreement" are specifically subject to the prior Approval of the United States Bankruptcy Court for the District of Rhode Island. Seller will apply for such approval, forthwith upon the execution of this agreement by both parties.

B. The estate of the late Vincent Vicario, its nominee, successors and/or assigns will waive any assertion or claim to a security interest or lien in any and all of the Property (i.e., the assets being sold hereunder).

C. Fred Vicario, FV, LLC and E & V Realty each and all waive any and all claims to a security interest or lien of any kind in any and all of the Property (i.e., the assets being sold hereunder).

D. FV, LLC waives any claim for post-conversion rent, up to the date of closing.

E. Nothing contained in this agreement or in the attached proposed use and occupancy agreement shall constitute a waiver by the Seller, his successors or assigns, of any rights, claims, causes of action, set-offs, defenses, or counterclaims, of any kind, if any, against Buyer, Buyer's nominee, or any related entities or persons, including, FV, LLC, Specialty

Grating Cheese, Inc., and Frederick Vicario. Except as otherwise provided in subparagraphs B, C and D of this paragraph 11, nothing contained in this agreement or in the attached proposed use and occupancy agreement shall constitute a waiver by Buyer, Buyer's nominee, or any related entities or persons, including FV, LLC, Specialty Grating Cheese, Inc. and Frederick Vicario of any rights, claims, causes of action, set-offs, defenses, or counterclaims, of any kind, if any, against Seller, his successors or assigns.

We, the parties hereto, severally declare that this instrument contains the entire agreement between the parties and that it is subject to no understandings, conditions, or representations other than those expressly stated, and that Rhode Island law shall apply to its construction.

IN WITNESS WHEREOF, this instrument has been executed in duplicate counterparts, each of which shall be deemed to be original, as of this 20 day of May, 2008.

Executed in the presence of:

Seller:

/s/ Charles A. Pisaturo, Jr. Trustee

CHARLES A. PISATURO, JR.
TRUSTEE

Date: 5-20-08

Buyer, E & V Realty Co., Inc.

By: /s/ Frederick V. Vicario

Name: Frederick V. Vicario

Title: President

Date: 5-20-08

QTY.	DESCRIPTION	OLV.
225	SECTIONS OF PALLET RACKING	\$ 13,500.00
6	YALE ELECTRICAL PALLET JACKS	\$ 3,000.00
	YALE FORK LIFT	\$ 2,500.00
	DREXEL 3 STAGE ELECTRIC FORK LIFT	\$ 7,000.00
27	SECTIONS OF PALLET SECTIONS GREEN	\$ 700.00
	METRO RACKING	\$ 3,300.00
	FITZ-AIRE MIXER	\$ 8,000.00
	GUILO RIVER CHEESE GRATING MACHINE	\$ 6,000.00
	URSHEL CHEESE SHREDDER	\$ 3,000.00
	HOBART MIXER	\$ 1,500.00
	DIGITAL SCALES	\$ 600.00
10	S.S TABLES	\$ 1,000.00
	HOBART BAND SAW	\$ 1,500.00
	24X36 WALK-IN COOLER	\$ 7,000.00
	14X36 WALK-IN COOLER W/AUTO DOOR	\$ 5,000.00
	OFFICE FURNITURE, EXECUTIVE OFFICE EQUIP., CONFERENCE ROOM SET	\$ 8,000.00
	5 HP AIR COMPRESSOR	
	WATER FILTRATION SYSTEM	
	PALLET JACKS	
	HOBART BAND SAW	
	RAYMOND ELECTRIC PALLET JACK	
	BIG JOE LIFT	
	ESPRESSO MACHINE	\$ 10,000.00
	TOTAL	\$81,600.00

ASSIGNMENT

E & V Realty Co. Inc., a Rhode Island Corporation, does hereby assign to Specialty Grating Cheese, Inc, a Rhode Island Corporation, all of its right, title and interest in and to that certain purchase and sale agreement dated as of May 20, 2008 by and among Charles A. Pisaturo, Jr., Esq., Chapter 7 Trustee of Unita Packing, Inc. and E & V Realty Co., Inc.

Executed as of this 4TH day of June, 2008.

WITNESS



E & V Realty Co., Inc.

By:


Frederick V. Vicario, Its President